

June Murdock, Petitioner  
P.O. Box ~~757~~ 767 Q.M.  
Ft. Duchesne, Utah 84026  
435-722-4815

**FILED**

**FEB 16 2010**

**SECRETARY, BOARD OF  
OIL, GAS & MINING**

February 10, 2010

Board of Oil, Gas and Mining  
P.O. Box 145801  
Salt Lake City, Utah 84114

Dear Members of the Board,

The undersigned Petitioner hereby request that she, by her Petition, be allowed to join Cause No. 131-27. I make this request due to my mineral interest being within the same undivided tract of the SESE, Section 2, Township 2 South, Range 1 East, U.S.M., Uintah County Utah, I allege to be due unpaid oil revenue from the same 1-2B1E well and my mineral interest is within the same State of Utah established drilling unit as the Petitioners in said Cause.

  
June Murdock, Petitioner

**FILED**

**FEB 16 2010**

**SECRETARY, BOARD OF  
OIL, GAS & MINING**

**BEFORE THE BOARD OF OIL, GAS AND MINING  
DEPARTMENT OF NATURAL RESOURCES  
IN AND FOR THE STATE OF UTAH**

JUNE MURDOCK  
PETITIONER,

Vs.

MOUNTAIN OIL AND GAS, INC. and  
HOMELAND GAS AND OIL, LTD.,  
RESPONDENTS.

: REQUEST FOR AGENCY ACTION

: DOCKET NO. 2010-018

: CAUSE NO. 131-127

Comes now the Petitioner, June Murdock, and in support of her Petition, states the following:

- 1) Petitioner is a resident of Uintah County, Utah. As evidenced by Exhibit A (Patent), Exhibit B (Patent), Exhibit C (Order of Distribution), Exhibit D (Personal Rep's Deed) and Exhibit E (Communitization Agreement), Petitioner is an owner of oil and gas rights in the SESE, Section 2, Township 2 South, Range 1 East, U.S.M., Uintah County, Utah.
- 2) Respondent Mountain Oil and Gas, Inc., P.O. Box 1574, Roosevelt, Utah 84066 and Respondent, Homeland Gas and Oil, Ltd., P.O. Box 1776, Roosevelt, Utah 84066 operate the well and receive proceeds from the sale of oil produced from the well.
- 3) By order, in Cause No. 131-24 dated January 16, 1974, the Board of Oil, Gas and Mining (Board) established a drilling unit covering said lands consisting of the entire governmental section.
- 4) Located in said Section 2 is a well known as the 1-2B1E, API# 43-047-30931. Said well is, and has been previously, producing oil and gas from the Lower Green River and Wasatch Formations. It is the only well located in the Section.
- 5) The DOGM currently recognizes, and has done so since October 2006, Respondent, Homeland Gas and Oil, LTD. as the Operator of the 1-2B1E well. Revenues from the

sale of oil from the 1-2B1E well are currently received by Respondent, Mountain Oil and Gas, Inc and/or Homeland Gas and Oil, LTD.

- 6) Petitioner is entitled to a share of the proceeds from the sale of oil produced by the 1-2B1E well as its lands are contained within that drilling unit established by the Board. Said Section contains 650.9 acres. Petitioner owns an undivided 1/11 of 40 acres oil and gas rights.
- 7) To the best of Petitioner's knowledge, Respondent's are not and never have been, as successor in interest to Uinta Oil and Gas or otherwise, the owner of 100% of the working interest in Petitioner's unleased mineral interest despite the assertion made in the Communitization Agreement attached hereto as Exhibit E.
- 8) To the best of Petitioners memory Respondent's have never disbursed Petitioners share of the proceeds from oil sales to Petitioner.
- 9) The non-payment of proceeds by Respondents occurred from April, 2006 to the present, but may not be limited to this time frame as Petitioner cannot find in the public record a document wherein Mountain Oil, Inc. assigned their interest to Homeland Gas and Oil, LTD but rather can only find the documentation wherein operatorship change was requested to the Division of Oil, Gas and Mining (DOGM).
- 10) The failure to disburse proceeds to owner is, at the very least, a breach of Respondents' fiduciary obligations and contractual obligation as operator (approved by DOGM and not as defined by Utah Code Ann. § 40-6-2 (16) (1953, as amended)) of the well and as recipient of the proceeds from the sale of oil.
- 11) Petitioner believes that Respondents failed to escrow such unpaid proceeds as is required by Utah Code Ann. § 40-6-9-3(b)(i) (1953, as amended).

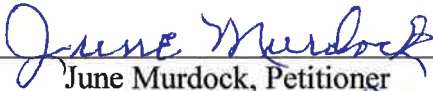
WHEREFORE, Petitioners respectfully request as follows:

- A) Pursuant to Utah Code Ann. § 40-6-9, (1953, as amended), the Board set this matter for an Investigation and Negotiation Conference by the Division in accordance with the rules of the Board of Oil, Gas and Mining ("Board").
- B) If this matter cannot be resolved by the Investigation and Negotiation Conference, the Board set the matter for hearing at a regularly scheduled hearing of the Board of Oil, Gas and Mining.
- C) Following such hearing, the Board enter an Order that:

- 1) Non-payment of proceeds on the above referenced well is intentional with full knowledge and without reasonable justification; and
- 2) A complete accounting be made of the above referenced well, the cost of which shall not be charged to the interest owner in the above-referenced well; and
- 3) Pursuant to the accounting, all proceeds to which the Petitioners are entitled be disbursed within 30 days, and if ordered by the Board, interest at the rate of one and one-half percent (1 ½%) per month from date of delinquency; and a penalty of twenty-five percent (25%) of the delinquent proceeds due and owing the Petitioners; and
- 4) Respondents be required to timely pay all future proceeds from the well in accordance with Utah Code Ann. § 40-6-9 (1953, as amended); and
- 5) Respondents be required to, as applicable, escrow future proceeds from the well in accordance with Utah Code Ann. § 40-6-9 (1953, as amended).

Dated this 10<sup>th</sup> day of February, 2010.

Signed

  
June Murdock, Petitioner  
P.O. Box ~~767~~ 7679-m.  
Ft. Duchesne, Utah 84026  
435-722-4815--Home

CERTIFICATE OF SERVICE

I, June Murdock, hereby certify that on the 18<sup>th</sup> day of February, 2010, I did cause to be mailed, postage prepaid, the foregoing REQUEST FOR AGENCY ACTION to the following parties:

Mountain Oil and Gas, Inc.  
P.O. Box 1574  
Roosevelt, Utah 84066

Homeland Gas and Oil, Ltd.  
P.O. Box 1776  
Roosevelt, Utah 84066

Signed: June Murdock  
June Murdock, Petitioner

Entry No. 86390 Recorded at Lula Harris Murdock  
 Date Sept. 7, 1960 at 11:00 A.M. John W. Williams  
 84961 Pat. No. 3731-60 U. S. A.  
 435 U.S. Pat. & Tm. Office Deputy H. H. Page 133  
 Form 4-1080 (Jan. 1959)

# The United States of America

To all to whom these presents shall come, Greetings:

## EXHIBIT A

WHEREAS, an Order of the authorized officer of the Bureau of Indian Affairs is now deposited in the Bureau of Land Management, directing that a fee simple patent issue to the claimant, Lula Harris Murdock, in accordance with the provisions of the Act of August 27, 1934 (68 Stat. 868), for the following described land:

Uinta Meridian, Utah,  
 T. 2 S., R. 1 E.,  
 Sec. 2, W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>,

The area described contains 30.00 acres, according to the Official Plat of the Survey of the said land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever.

The property herein described shall be exempt from property taxes for a period of seven years from August 27, 1954, as provided in the Act of August 27, 1954 (68 Stat. 868), as amended August 2, 1956 (70 Stat. 936), unless the original grantee herein parts with title thereto, either by deed, descent, succession, foreclosure of mortgage, sheriff's sale or other conveyance. Provided, that the mortgaging, hypothecation, granting of a right-of-way, or other similar encumbrance of said property shall not be construed as a conveyance subjecting said property to taxation under the provisions of said Act.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, this ELEVENTH day of APRIL in the year of our Lord one thousand nine hundred and SIXTY and of the Independence of the United States the one hundred and EIGHTY-FOURTH.

For the Director, Bureau of Land Management.

By

Ruth W. Talley

Chief, Patents Section

Patent Number 1207435

Copy No. 86391 Recorded at request of Lula Harris Murdock Paid 2.50  
 Date Sept. 7 1960 at 1800 R. Folsom Ordinance Watch County Recorder  
 by C. H. Hatch Deputy Book 17-74 Page 335

84961  
 3731-60 B. I. A.  
 435 U&W

4-1010  
 (October 1935)

## EXHIBIT B

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, an Order of the authorized officer of the Bureau of Indian Affairs is now deposited in the Bureau of Land Management, directing that according to the provisions of the Act of August 27, 1954 (68 Stat. 868), a fee simple patent issue to Lula Harris Murdock, for all minerals and mineral rights, in and to the following described land:

Uinta Meridian, Utah.  
 T. 2 S., R. 1 E.,  
 Sec. 2, E $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$ .

The area described contains 10.00 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said Lula Harris Murdock and to her heirs all minerals, and mineral rights, in and to the Land above described; TO HAVE AND TO HOLD the said minerals, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Lula Harris Murdock, and to her heirs and assigns forever.

The property herein described shall be exempt from property taxes for a period of seven years from August 27, 1954, as provided in the Act of August 27, 1954 (68 Stat. 868), as amended August 2, 1956 (70 Stat. 936), unless the original grantee herein parts with title thereto, either by deed, descent, succession, foreclosure of mortgage, sheriff's sale or other conveyance: Provided, that the mortgaging, hypothecation, granting of a right of way, or other similar encumbrance of said property shall not be construed as a conveyance subjecting said property to taxation under the provisions of said Act.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the  
 ELEVENTH day of APRIL in the year of  
 our Lord one thousand nine hundred and SIXTY  
 and of the Independence of the United States the one hundred  
 and EIGHTY-FOURTH.

For the Director, Bureau of Land Management.

By

Ruth W. Talley  
 Chief, Patents Section.

Patent Number ....1207436...

16-21879-2 U. S. GOVERNMENT PRINTING OFFICE

# EXHIBIT C

George C. Morris  
Attorney for Petitioner  
914 Kearns Building  
Salt Lake City, Utah 84101  
Phone: 328-2511

## IN THE DISTRICT COURT OF UTAH COUNTY STATE OF UTAH

IN THE MATTER OF THE ESTATE	:	<u>ORDER AND DECREE</u>
OF	:	<u>OF DISTRIBUTION</u>
LULA HARRIS MURDOCK,	:	<u>AND DISCHARGE</u>
Deceased.	:	Probate No. 1844

The Petition of Gwendolyn Mojado, the duly appointed and acting Administratrix of the Estate of Lula Harris Murdock, deceased, setting forth the First and Final Accounting in said Estate and for Distribution and Discharge, having been duly called up for hearing before the above entitled Court, and the Accounting having been duly audited, Notice to Creditors having been duly published as required by law and the obligations of the Estate having been paid and settled and the Court having determined that there are no inheritance taxes payable, and that the Estate is now in a condition to be distributed and closed; Now, therefore, it is hereby

### ORDERED, ADJUDGED, AND DECREED

1. That the First and Final Accounting on file herein is hereby approved and allowed.
2. That there are no inheritance taxes due or payable by said Estate.
3. That due Notice to Creditors has been made as provided by law, as shown by the proof on file in this matter.
4. That to the following named eleven heirs, all of whom are adults, the net assets of the Estate are hereby awarded and distributed as follows: Glen Mac Murdock, Colin Murdock, Gwendolyn M. Mojado, Benny Murdock, Gary Murdock, Ronald Murdock, Mary H. Lira, Brenda C. Murdock, Stuart Murdock, Karmel Murdock, and Shirley M. Reed. The above eleven heirs are entitled to an undivided 1/99 interest in the following described property:

359  
123339 Recorded at request of Gwendolyn Mojado Fee Paid \$1.00  
Utah County Recorder  
at 2:30 PM 1978  
Lula Harris Murdock  
Glen Mac Murdock  
Colin Murdock  
Gwendolyn M. Mojado  
Benny Murdock  
Gary Murdock  
Ronald Murdock  
Mary H. Lira  
Brenda C. Murdock  
Stuart Murdock  
Karmel Murdock  
Shirley M. Reed  
Dated: 1/16/78



469

"The SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 23; Sec. 26; and the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Sec. 27; the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Sec. 34; Sec. 36 all in T1N R7W U.S.M., containing 1,520 acres, Duchesne County, Utah."

Also, to each of the said eleven heirs a  $\frac{1}{11}$  undivided interest in the following described property:

"N $\frac{1}{2}$  of Lot 2, Sec. 23, T 2 S, R 1 E of U.S.M., 0.50 acres, more or less."

Also, to each of the said eleven heirs an undivided  $\frac{1}{11}$  interest in the following described property:

"W $\frac{1}{2}$ SE $\frac{1}{4}$ SD $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ SD $\frac{1}{4}$ ; Sec. 2, T 2 S., R 1 E of U.S.M., 30 acres."

Also, to each of the said eleven heirs one and  $\frac{2}{33}$  shares of Ute Distribution Corporation stock. Also, to each of the said eleven heirs  $\frac{1}{66}$  share of stock in the Red Rock Corporation. Also, to each of the said eleven heirs, the following amount in cash: \$197.72.

5. All other assets of the Estate, not specifically distributed above, together with all after-discovered property of any kind, are hereby awarded and distributed in equal shares to each of the eleven heirs named in a preceding paragraph.

6. That the Accounting set forth in this matter is accurate, fair, and reasonable, including the requested fees for services rendered, and the Accounting and fees are hereby approved and allowed. That upon distribution of the Estate as herein awarded Administratrix shall be discharged and released from further duties of her trust in this matter, and the Estate closed.

Dated this 1 day of June, 1970.

BY THE COURT

Allen P. Schaeffer  
Judge

# EXHIBIT D

WHEN RECORDED MAIL TO:

R. Clark Arnold  
Attorney at Law  
425 South 400 East  
Salt Lake City, Utah 84111

ENTRY 2000005822  
Book 742 Page 71 \$12.00  
18-OCT-00 01:03  
RANDY SIMMONS  
RECORDER, UTAH COUNTY, UTAH  
LAURA JUNE MURDOCK  
PO BOX 767 FT DUCHESNE UT 84026  
REG BY: CAROL ALLEN , DEPUTY

FOR RECORDER USE ONLY

## PERSONAL REPRESENTATIVE'S DEED

ENTRY 2000005822  
Book 742 Page 71


LAURA JUNE MURDOCK, Personal Representative of the Estate of Colin Murdock, Deceased, Probate No. 823800023ES, Uintah County, State of Utah, GRANTOR, for good and valuable consideration received, does hereby transfer and convey, without warranty, to LAURA JUNE MURDOCK, GRANTEE, all of the Colin Murdock's interest in the following described real properties located in Uintah County, State of Utah, to wit:

Parcel No. 1: N $\frac{1}{2}$  of Lot 2, Sec. 23, T 2 S, R 1 E of U.S.M., 0.50 acres, more or less.

14-2-7 Parcel No. 2: W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ ; W $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ ; Sec. 2, T 2 S., R 1 E of U.S.M. 30 acres.

Together with all buildings, improvements, appurtenances and water rights, if any.

WITNESS the hand or said Grantor this \_\_\_\_ day of October, 2000.

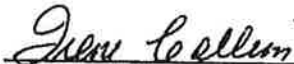
  
LAURA JUNE MURDOCK, Personal Representative of the Estate of Colin Murdock, Deceased

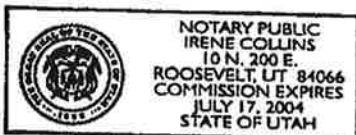
## ACKNOWLEDGMENT

STATE OF UTAH )  
Duchesne: ss.  
COUNTY OF UTAH )

On the 18 day of October, 2000, personally appeared before me, a Notary Public, LAURA JUNE MURDOCK, who is known by me to be that person who, being duly sworn upon her oath acknowledged that she is the duly appointed Personal Representatives of the Estate of Colin Murdock, Deceased, and who further acknowledged to me that she executed the foregoing Personal Representative's Deed.

My Commission expires:

  
NOTARY PUBLIC  
Residing at: Roosevelt Ut



# EXHIBIT E

## COMMUNITIZATION AGREEMENT

THIS AGREEMENT, WITNESSETH, That

WHEREAS, the parties hereto own working, royalty, patented or fee or leasehold interests, or operating rights under oil and gas leases, on lands subject to this agreement which can be best developed and operated in conformity with a well spacing program; and

WHEREAS, to conserve natural resources the parties hereto desire to communitize and pool their respective mineral interests for the purpose of developing and producing communitized substances in accordance with the Acts of May 11, 1938, 52 Stat. 347, as amended, 25 U.S.C. 396a *et seq.*, and March 3, 1909, 35 Stat. 783, as amended, 25 U.S.C. 396;

NOW, THEREFORE, the parties agree as follows:

### 1. Communitized Area.

The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 2 South, Range 1 East, U.S.M.

Section 2: All

Containing 650.90 acres, m/l

Uintah County, Utah

This agreement shall include only the following formations:

That interval below the stratigraphic equivalent of 9,600 feet depth in the "E" log of the Carter #2 Bluebell Well located in the SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 3, Township 1 South, Range 2 West, U.S.M. (which equivalence is the depth 9,530 feet of the sp curve, Dual Induction log, run March 15, 1968, in the Chevron #1 Blanchard Well located in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 3 to the base of the Green River-Wasatch formations.

### 2. Acreage and Ownership.

Attached hereto is a plat designed as Exhibit "A" showing the communitized area.

Attached hereto is Exhibit "B" showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

### 3. Operator.

The Operator of the communitized area shall be Uinta Oil & Gas, Inc.

Matters of operation shall be governed by the designated Operator. Owners of the working interest in the communitized area may nominate a successor operator by filing four (4) executed copies of a Designation of Successor Operator with the Deputy Minerals Manager, Minerals Management Service (herein referred to as D.M.M.), for approval by the Superintendent.

### 4. Reports.

Operator shall furnish the Secretary of the Interior, or his authorized representative, with (1) monthly reports of operations, statements of oil and gas production and such other reports as are deemed necessary to compute allocable oil and gas lease or operating regulations by the 15th day following the month reported on; (2) history of each well in the communitized area within 15 days of completion of the well or approval of the well; and (3) such other reports as may be required by applicable oil and gas regulations.

### 5. Communitized Substances.

The communitized area shall be developed and operated as a unit. All communitized substances produced therefrom shall be allocated among the owners in the proportion that the ownership interests of each interest owner bears to the entire acreage interests included to this agreement. The production on one parcel in the communitized area shall be considered as production from each parcel therein.

#### 6. Segregation of Leases.

Any portion of an Indian leasehold interest not included within the communitized area is hereby segregated from that portion included within the communitized area, and is considered as a separate lease with the same parties subject to all of the terms of the original lease, excepting only the portion committed thereto.

#### 7. Royalties.

The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis described in each of the individual leases.

#### 8. Full Development.

The D.M.M. may either require the drilling and production of such wells as, in his opinion, are necessary, to insure reasonable diligence in the development and operation of the communitized area, or in lieu thereof, require the payment of an amount as determined by the D.M.M. to compensate the interest owners in full each month for the estimated loss of royalty.

The Operator shall:

(1) Drill and produce all wells necessary to offset or protect the communitized area from drainage, or in lieu thereof, to compensate the interest owners in full each month for the estimated loss of royalty through drainage. The necessity for offset wells shall be determined by the D.M.M. Payment in lieu of drilling and production shall be with the consent of, and in an amount determined by, the D.M.M.

(2) Drill and produce other wells, at the election of the Operator, subject to any system of well spacing or production allotments authorized and approved under applicable law or regulations, approved by the Secretary and affecting the communitized area.

#### 9. Production and Disposal under Federal Law.

Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal statutes. No party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from compliance with, Federal laws and regulations or orders issued thereunder.

#### 10. Effective Date.

This agreement becomes effective when all interest owners or someone authorized to act in their stead have executed this instrument or a counterpart thereof and the same has been approved by the Superintendent. The terms of the agreement shall apply to all production, either prior to or subsequent to the effective date, as of the date of first production and shall remain in force and effect so long thereafter as communitized substances are produced from the communitized area in paying quantities. In the event that any lease committed to this agreement is beyond its primary term prior to production in paying quantities, the lease terms apply.

#### 11. Secretarial Supervision.

The Secretary of the Interior or his designate shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas lease in which owners of Indian Lands are lessors and in the applicable oil and gas regulations of the Department of the Interior.

#### 12. Covenants Running with the Land.

The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates. Any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee or other successor in interest, and as to Indian Lands shall be subject to approval by the Secretary of the Interior.

#### 13. Nondiscrimination.

In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202 (1) to (7), inclusive, of Executive Order 11246 (30 FR 12319), giving, however, such reference as applicable law permits.


#### 14. Signing of Agreement by Counterparts.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

#### 15. Lease Terms Control as Modified.

Oil and gas leases in the communitized area shall remain in force except as herein modified.

DATED AND APPROVED this 20th day of March, 1996<sup>7</sup>, by the United States of America, acting through the Bureau of Indian Affairs, and delegated to the Superintendent by Phoenix Area Redelagation Order No. 3, Sec. 2-17 (34 Fed. Reg. 11109).

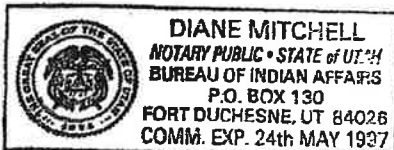
  
Superintendent

*CHE*

### ACKNOWLEDGEMENT OF SUPERINTENDENT

State of UTAH }  
County of UINTAH } ss:

BEFORE ME, a Notary Public, in and for said County and State, on this 20th day of March, 1996<sup>7</sup>, personally appeared DAVID L. ALLISON, whose name is subscribed to the foregoing instrument as Superintendent, Uintah and Ouray Agency, Bureau of Indian Affairs, and who acknowledged that he now is and was at the time of signing the same, Superintendent of the Uintah and Ouray Agency, Bureau of Indian Affairs, and he personally acknowledged to me that he executed this said document in his official capacity and pursuant to authority delegated to him for the use and purpose set forth therein.



  
Notary Public

My Commission Expires: 5-24-97

Attached to and made a part of that certain Communitization Agreement Covering T2S, R1E,  
Section 2, U.S.M.

Uinta Oil & Gas Inc.

By

Craig Phillips

### ACKNOWLEDGMENT

State of Utah

ss:

County of Uintah

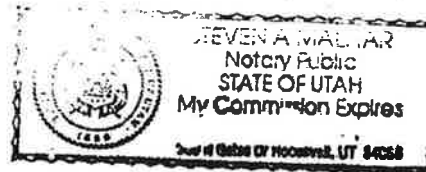
On the 26<sup>th</sup> day of September, 1996, personally appeared before me, Craig Phillips  
who being by me duly sworn did say that he is the President of Uinta Oil & Gas Inc., lessee,  
and that this lease was signed in behalf of said corporation by authority of its bylaws or a  
resolution of its Board of Directors dated Aug 16 - 96, and acknowledged to me  
that said corporation executed the same.

Notary Public

Residing at

My Commission Expires:

Oct 16 - 1999



Attached to and made a part of that certain Communitization Agreement Covering T2S, R1E,  
Section 12, U.S.M.

Ute Indian Tribe

By Ruby Atwine

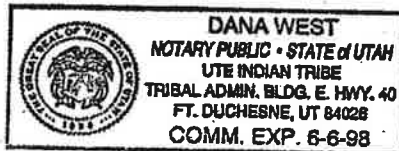
### ACKNOWLEDGMENT

State of Utah

ss:

County of Uintah

On the 10th day of November, 1996, personally appeared before me, who being by me duly sworn did say that she is the Chairman of The Tribal Business Committee of the Ute Indian Tribe of the Uintah and Ouray Reservation, Utah, and that this Communitization Agreement was signed in behalf of the Ute Tribe by authority of its constitution and bylaws and a resolution of the Tribal Business Committee dated Mar 28, 1996 (96-654) and acknowledged to me that the Ute Tribe executed the same.



Dana West  
Notary Public

Residing at Ft. Duchesne, UT

My Commission Expires: 6/6/98

Attached to and made a part of that certain Communitization Agreement Covering T2S, R1E,  
Section 12, U.S.M..

Ute Distribution Corporation

By Lois LaRose  
Lois LaRose

**ACKNOWLEDGMENT**

State of Utah

ss:

County of Duchesne

On the \_\_\_\_\_ day of September, 1996, personally appeared before me Lois LaRose,  
who being by me duly sworn did say that she is the President of Ute Distribution Corporation  
lessee, and that this lease was signed in behalf of said corporation by authority of its bylaws or a  
resolution of its Board of Directors dated \_\_\_\_\_, and acknowledged to me  
that said corporation executed the same.

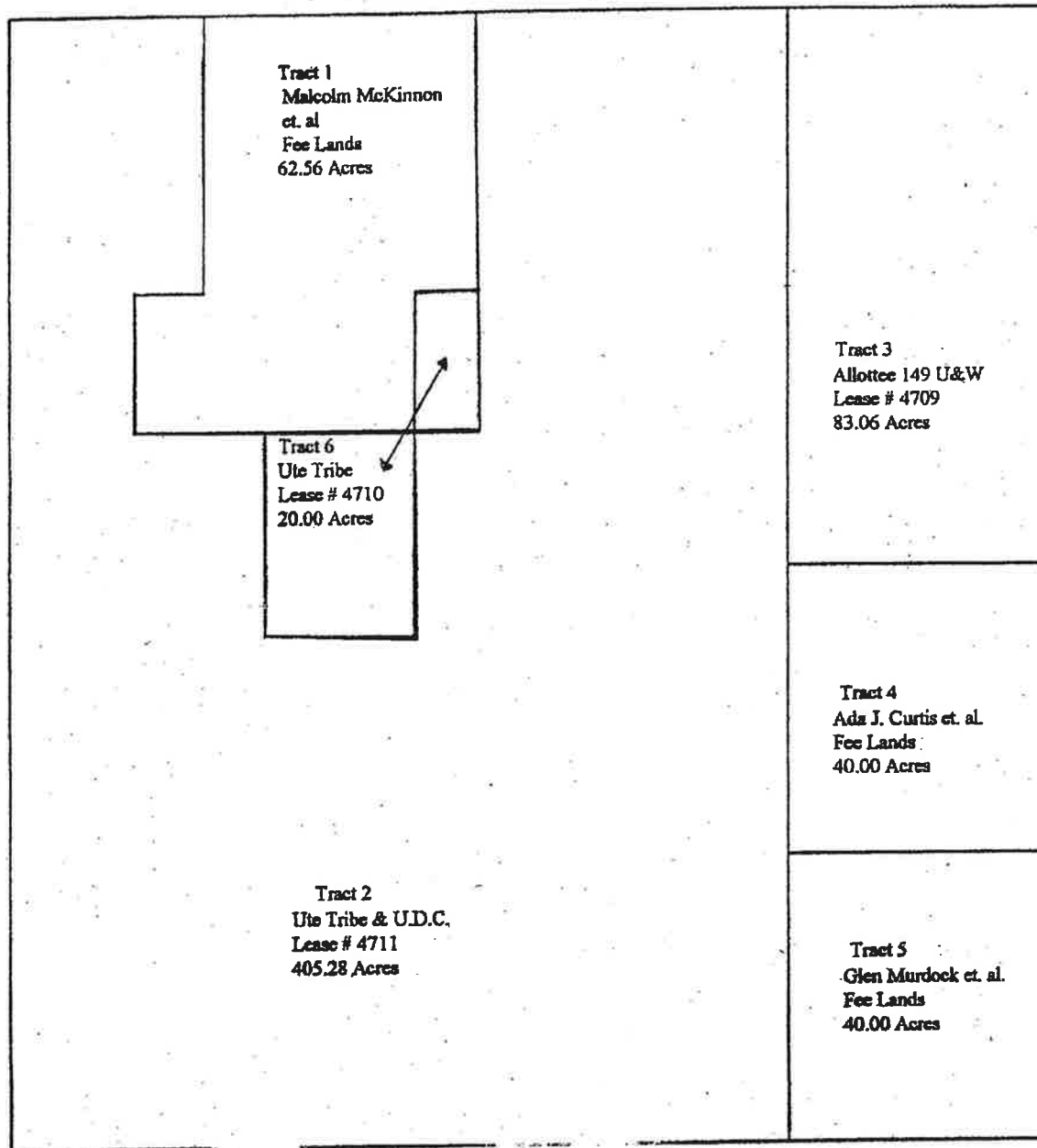
\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**TOWNSHIP 2 SOUTH, RANGE 1 EAST U.S.M.**  
**SECTION 2: ALL (650.90 acres)**



**RECAPITULATION  
 SCHEDULE**

	Tract 1	62.56	9.61%
	Tract 2	405.28	62.27%
	Tract 3	83.06	12.76%
	Tract 4	40.00	6.14%
	Tract 5	40.00	6.14%
	Tract 6	20.00	3.08%
<b>TOTAL</b>		<b>650.90 Acres</b>	<b>100.00%</b>

Township 2 South, Range 1 East, U.S.M.

Section 2: All (650.90 acres)

Uintah County, Utah

TRACT 1

Lessor: Malcolm N. McKinnon Zions Bank Trustee

Lessee: Uinta Oil & Gas, Inc.

Date of Lease: May 6, 1996

Recorded: Bk 634 pg 225

Base Royalty:

Description: Township 2 South, Range 1 East, U.S.M.  
Section 2: Lots 6, 7, 8, NE/4 SW/4 NW/4,  
NW/4 SE/4 NW/4

Gross Acres: 62.56

Name and Percentage of working interest owners: Uinta Oil & Gas, Inc. 100%

Name and Percentage of Overriding Royalty Owners: None

Pooling Provision: Yes

Lessor: A. Burnell Rich et al

Lessee: Uinta Oil & Gas, Inc.

Date of Lease: May 3, 1996

Recorded: Bk 632 pg 266

Base Royalty:

Description: Township 2 South, Range 1 East, U.S.M.  
Section 2: Lots 6, 7, 8, NE/4 SW/4 NW/4,  
NW/4 SE/4 NW/4

Gross Acres: 62.56

Name and Percentage of working interest owners: Uinta Oil & Gas, Inc. 100%

Name and Percentage of Overriding Royalty Owners: None

Pooling Provision: Yes

Lessor: Hank Swain Family Trust

Lessee: Unleased

Date of Lease:

Recorded:

Base Royalty:

Description: Township 2 South, Range 1 East, U.S.M.  
Section 2: Lots 6, 7, 8, NE/4 SW/4 NW/4,  
NW/4 SE/4 NW/4

Gross Acres: 62.56

Name and Percentage of working interest owners: Uinta Oil & Gas, Inc. 100%

Name and Percentage of Overriding Royalty Owners: None

Pooling Provision:

TRACT 2

Lessor:  
Lessee:  
Date of Lease:  
Recorded:  
Base Royalty:  
Description:

Ute Tribe & U.D.C #14-20-H62-4711,  
Uinta Oil & Gas, Inc.  
April 24, 1996  
Bk 634 pg 248

Township 2 South, Range 1 East, U.S.M.  
Section 2: Lots 2, 5, 9, 10, SE/4SW/4NW/4,  
W/2SW/4NW/4, E/2NE/4SE/4NW/4,  
SE4SE4NW/4, W2SW/4, W2SE4, SE4SW4  
S2NE/4SW/4, NE/4NE/4SW/4, S/2NW/4NE/4SW/4

Gross Acres:  
Name and Percentage of working interest owners:  
Name and Percentage of Overriding Royalty Owners:  
Pooling Provision:

405.28  
Uinta Oil & Gas Inc  
none  
yes

TRACT 3

Lessor:  
Lessee:  
Date of Lease:  
Recorded:  
Base Royalty:

Allotment # 149 U&W # 14-20-H62-4709  
Uinta Oil & Gas Inc.  
April 24, 1996  
Bk 634 pg 240

Description:

Township 2 South Range 1 East USM  
Section 2: Lot 1, SE4NE4 (E2NE4)

Gross Acres:  
Name and Percentage of working interest owners:  
Name and Percentage of Overriding Royalty Owners:  
Pooling Provision:

83.06  
Uinta Oil & Gas Inc. 100%  
none  
yes

TRACT 4

Lessor:  
Lessee:  
Date of Lease:  
Recorded:  
Base Royalty:  
Description:

James Curtis and Debra Curtis  
Uinta Oil & Gas Inc.  
Sept. 7, 1996  
bk 634 pg 222

Township 2 South, Range 1 East USM  
Section 2: NE4SE4

Gross Acres:  
Name and Percentage of working interest owners:  
Name and Percentage of Overriding Royalty Owners:  
Pooling Provision:

40.00  
Uinta Oil & Gas Inc. 90%  
none  
yes

Lessor:

Wiser Oil Co., RMA Inc., Western Petroleum,  
Ada Curtis, Mable C Burrus estate, Merele Curtis

Lessee:

Loader, Lois C. Mortensen et al

Date of Lease:

Unleased

Recorded:

Base Royalty:

Description:

Township 2 South, Range 1 East USM  
Section 2: NE4SE4

Gross Acres:

40.00

Name and Percentage of working interest owners:

Uinta Oil & Gas Inc. 100%

Name and Percentage of Overriding Royalty Owners:

none

Pooling Provision:

#### TRACT 5

Lessor:

Gwendolyn Mojado

Lessee:

Uinta Oil & Gas Inc.

Date of Lease:

May 1996

Recorded:

bk 634 pg 227

Base Royalty:

Description:

Township 2 South Range 1 East USM  
Section 2 SE4SE4

Gross Acres:

40.00

Name and Percentage of working interest owners:

Uinta Oil & Gas Inc. 100%

Name and Percentage of Overriding Royalty Owners:

none

Pooling Provision:

yes

Lessor:

Brenda Mojado

Lessee:

Uinta Oil & gas Inc.

Date of Lease:

May 1996

Recorded:

bk 634 pg 229

Base Royalty:

Description:

Same as above

Gross Acres:

same as above

Name and Percentage of working interest owners:

same as above

Name and Percentage of Overriding Royalty Owners:

none

Pooling Provision:

yes

Lessor:

Riley Reed et al

Lessee:

Uinta Oil & Gas Inc.

Date of Lease:

May 3, 1996

Recorded:

bk 634 pg 227

Base Royalty:

Description:

Township 2 South Range 1 East USM

Gross Acres:

Name and Percentage of working interest owners:

Name and Percentage of Overriding Royalty Owners:

Pooling Provision:

Section 2 SE4SE4

40.00

Uinta Oil & Gas Inc. 100%

none

yes

Lessor:

Glen Murdock et ux, Ronald Murdock et ux, Stewart  
Murdock et ux, Benny Murdock et ux, Mary Ward et  
Collin Murdock estate  
Unleased.

Lessee:

Date of Lease:

Recorded:

Royalty:

Description:

Township 2 South Range 1 East USM  
Section 2 SE4SE4

40.00

Uinta Oil & Gas Inc. 100%

none

Gross Acres:

Name and Percentage of working interest owners:

Name and Percentage of Overriding Royalty Owners:

Pooling Provision:

TRACT 6

Lessor:

Lessee:

Date of Lease:

Recorded:

Base Royalty:

Description:

Ute Tribe & U.D.C #14-20-H62-4710.

Uinta Oil & Gas, Inc.

April 24, 1996

Bk 634 pg 231

Township 2 South, Range 1 East, U.S.M.

Section 2: SW4SE4NW4, W2NE4SE4NW4,  
W2NW4NE4SW4

Gross Acres:

20.00

Percentage of working interest owners:

Uinta Oil & Gas Inc 100%

Name and Percentage of Overriding Royalty Owners:

none

Pooling Provision:

yes